

Atty. Dkt. No. 035451-0166 (3704.Palm)

**REMARKS**

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

Claim 18 has been amended. Claim 21 is cancelled without prejudice.

After amending the claims as set forth above, claims 1-2 and 5-25 are now pending in this application.

In Section 4 of the Office Action, the Examiner rejected claims 1, 2, 5-7, 10-14, and 16-25 under 35 U.S.C. § 103(a) as being unpatentable over Teicher et al. (U.S. Patent No. 5,933,813) in view of Nel (U.S. Patent No. 6,507, 823). The Examiner has stated that the product recited in independent claim 1 is being interpreted as an object. Applicants would like to clarify that the object and the risk-based product are different items. The object referred to in independent claim 1, is associated with a transmitter, to communicate the location of the object. The object, for example, may be a watch, a vehicle, or other tangible personal property. See e.g., Specification p. 7, paragraph [0026]. On the other hand, the risk-based product, or risk protection product, may be a policy, warranty, instrument, coverage plan, etc., relating to risk coverage such as an insurance policy, a warranty, an underwriting, etc. Because the risk associated with the object may change based on the dynamically changing location of the object, the price of the risk-based product may also change dynamically. Accordingly, the system for selling or pricing the risk-based product cited in independent claim 1 which is associated with an object and that object's location, is not disclosed, taught, or suggested by a proper combination of Teicher et al. and Nel. Contrary to the Examiner's position, Teicher et al. does not teach the selling of a risk-based product based on the object location. Teicher et al. may teach using pricing information based on sensing predetermined criteria, but does not teach pricing of a risk-

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based product, like an insurance policy premium, based on the location of an object. Accordingly, the teachings of Teicher et al. are significantly different than the teaching recited in independent claim 1. Therefore, independent claim 1 and its respective dependent claims are therefore allowable.

Similarly, with respect to independent claim 10, independent claim 10 recites a method of calculating the price associated with a risk protection product. Here, in independent claim 10, the term "subject" is used interchangeably with the "object" recited in independent claim 1. Also, the term "risk protection product" is used interchangeably with the "risk-based product" recited in independent claim 1. Accordingly, arguments presented above with respect to independent claim 1 are equally applicable to independent claim 10, that is, Teicher et al. does not disclose, teach, or suggest alone, or in any proper combination with Nel the pricing of a risk protection product which is based on location of a subject, the subject being associated with the risk protection product. Therefore, independent claim 10 and its respective dependent claims are allowable.

With regard to independent claim 16, neither Teicher et al. nor Nel alone, or in any proper combination, discloses a method of monitoring a product warranty relating to a product. Nowhere does Teicher et al. or Nel disclose monitoring a product warranty. Nowhere does Teicher et al. or Nel disclose, teach, or suggest the monitoring of operational data relating to the product and/or comparing the operational data to at least one operational specification relating to the product. As disclosed by the Examiner, Teicher et al. discloses a sales promotion system including a pricing aspect thereof. The system in Teicher et al. does not disclose monitoring operational data relating to the product and comparing the operational data to at least one operational specification. As described in Applicant's specification, the operational data may be used to determine whether the warranty is still valid and/or the level or value of such warranty. Accordingly, there is no such teachings in Teicher et al. or Nel for warranty monitoring. Accordingly, independent claim 16 and its respective dependent claims are therefore allowable.

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Referring now to independent claim 18, claim 18 recites a method for pricing a product where the product is at least one of "an insurance policy, an insurance premium, an insurance price, and a warranty price." As discussed earlier, with respect to independent claims 1 and 10, neither Teicher et al. nor Nel alone, or in any proper combination discloses, teaches, or suggests a method of pricing an insurance policy, an insurance premium, an insurance price, or a warranty price. There is no suggestion or motivation in either of Nel or Teicher et al. to generate a product price, the product being an insurance policy, an insurance premium, an insurance price, or a warranty price based on received information, the information being received by a remote transceiver which relates to the product. Further, neither Teicher et al. nor Nel, alone or in any proper combination, provides a teaching, a suggestion, or disclosure for the received information including information relating to the location of an object associated with the product. Nel discloses a system and method for purchasing goods and services online and does not disclose, teach, or suggest the use of received information which relates to the location of an object associated with the product and using that received information to price an insurance policy, an insurance premium, an insurance price, and/or a warranty price. Therefore, independent claim 18 and its respective dependent claims are allowable.

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447. If any extensions of time are needed for timely acceptance of papers

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submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 06-1447.

Respectfully submitted,

Date November 20, 2003

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